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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ CS(OS) 2007/2014

SHARWAN CHAUDHARY Plaintiff

Through Mr.Ratan K. Singh and
Mr.R.Nikhilesh Krishnan, Advs.

versus

AJAY AHLAWAT Defendant

Through

CORAM:

HON'BLE MR. JUSTICE JAYANT NATH

ORDER

% **08.02.2018**

1. The present summary suit is filed under Order 37 CPC for recovery of Rs.2,25,00,000/- along with interest @18% per annum w.e.f. 03.12.2011 till the date of payment.

2. I may note that though the suit is filed sometimes in May 2014, the plaintiff is claiming interest from 03.12.2011. He has however deposited the court fees claiming the dues as Rs.3,25,75,068/- i.e. Principal Amount of Rs.2,25,00,000/- + Interest of Rs.1,00,75,068/-. However, in the prayer clause, the above aspect has not been spelt out specifically.

3. It is the case of the plaintiff that the defendant availed of some friendly loans from the plaintiff totalling a sum of Rs.2,25,00,000/- which was duly acknowledged by the defendant vide agreement dated 15.11.2008 executed between the parties. The defendant had also in order to pay off the above loan liability handed over to the plaintiff some post dated cheques. It is the case of the plaintiff that when the cheques were sent for encashment with the bankers, the cheques were dishonoured on the ground of

‘insufficient funds’ and ‘drawer signatures differs’.

4. After summons for judgment were served on the defendant, the defendant filed an application under Order 37 Rule 3 (5) CPC seeking leave to defend. This court vide judgment dated 10.08.2017 granted conditional leave to defend to the defendant subject to the defendant depositing the principal amount of Rs.2,25,00,000/- with the Registrar General of this court within four weeks. Necessary payment has not been deposited till date.

5. A perusal of the record would show that none has been appearing for the defendant for the last few hearings including 26.10.2017 and 11.01.2018. Today, also none has appeared for the defendant despite a pass over. As per Order 37 Rule 3 (6)(b) CPC, if the defendant is permitted to defend the suit on payment of a security within the time fixed and on failure to furnish the security, the plaintiff shall be entitled to judgement forthwith.

6. Accordingly, a decree is passed in favour of the plaintiff and against the defendant for a sum of Rs.2,25,00,000/-. The plaintiff shall also be entitled to simple interest @ 12% per annum from 03.12.2011 till the date of decree. The plaintiff shall also be entitled to simple interest @ 12% per annum from the date of decree till recovery. The plaintiff shall also be entitled to costs.

7. The suit stands disposed of.

JAYANT NATH, J

FEBRUARY 08, 2018

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